

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE entered into this 16th day of December, 2009, by and between WILLIAM T. WHEELER, TRUSTEE C/O FRANCIS O. DAY COMPANY, INC, (hereinafter designated as the "LANDLORD"), and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland, (hereinafter designated as the ("COUNTY")); (LANDLORD and COUNTY, together, the "PARTIES").

WITNESSETH:

WHEREAS, The LANDLORD and COUNTY entered into a Lease Agreement dated May 23, 2005, for space located at 14900 Southlawn Lane, Rockville MD 20850 containing approximately 6,451 square feet of space (the Agreement"); and

WHEREAS, the PARTIES desire to amend that Agreement to permit one (1) five (5) year extension term from July 01, 2009 to June 30, 2014.

WHEREAS, a copy of the Lease, First Amendment and Second Amendment are attached hereto and made a part hereof.

NOW THEREFORE, the Parties desire to modify the terms of the lease as set forth herein.

1. TERM EXTENSION: The term of this Lease extension shall be five (5) years to commence on July 01, 2009 and terminating on June 30, 2014.

2. RENTAL ADJUSTMENTS: It is agreed between parties that the annual rent payable by Lessee is as set forth in the following schedule:

LY 1	July 01, 2009	\$116,839.34	annually	\$9,736.61	monthly
LY 2	July 01, 2010	\$119,176.12	annually	\$9,931.34	monthly
LY 3	July 01, 2011	\$121,559.64	annually	\$10,129.97	monthly
LY 4	July 01, 2012	\$123,990.83	annually	\$10,332.56	monthly
LY 5	July 01, 2013	\$126,470.64	annually	\$10,539.22	monthly

3. MAIL NOTICES: This amendment shall reflect a change of address for the County. The new address is: Montgomery County, Department of General Services, Office of Real Estate, 101 Monroe Street 10<sup>th</sup> floor, Rockville Md., 20850 with a copy that does not constitute notice to Montgomery County, Office of the County Attorney, 101 Monroe Street 3<sup>rd</sup> floor, Rockville Md. 20850.

All terms, covenants and conditions of the Lease not expressly modified and amended hereby shall remain in full force and effect and are hereby ratified and affirmed in all respects.

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**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the Parties hereto have caused this Lease Amendment to be properly executed.

WITNESS:

~~LANDLORD:~~  
~~TENANT:~~

William T. Wheeler, Trustee c/o  
Francis O. Day Company, Inc.

By: W. Brownell

By: [Signature]

Title: Trustee

Date: 11/20/08

WITNESS:

~~TENANT:~~  
~~LANDLORD:~~

MONTGOMERY COUNTY,  
MARYLAND

By: Deborah A. Richards

By: Diane R. Schwartz Jones

Diane R. Schwartz Jones  
Assistant Chief Administrative Officer

Date: 12-17-08

Date: 12/16/08

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED

By: [Signature]  
Assistant  
Associate County Attorney

By: Cynthia Brenneman

Cynthia Brenneman, Director  
Office of Real Estate

Date: 11/14/08

Date: 11/13/08